less than $3\frac{1}{2}$ per cent return on the capital invested. The stockholders of various railroads sued to enjoin the railroads and the state railroad commission from keeping the prescribed rates in force. *Held*, that, as the new rates are confiscatory and impose a burden on interstate commerce, an injunction should be granted. *Shepard* v. *Northern Pacific Ry. Co.*, 184 Fed. 765 (Circ. Ct., D. Minn.).

The limits of state control over intrastate commerce are hard to define. The states can tax foreign corporations for the privilege of engaging in intrastate commerce. *Pullman Co.* v. *Adams*, 189 U. S. 420; *Allen* v. *Pullman's Palace Car Co.*, 191 U. S. 171. But they cannot base that tax on the property of the corporations outside of the state, as that would burden interstate commerce. *Western Union Tel. Co.* v. *Kansas*, 216 U. S. 1. Under the exercise of their police power they can make and enforce regulations affecting interstate commerce. *Reid* v. *Colorado*, 187 U. S. 137. But these regulations must be reasonable. *Houston & Texas Central R. Co.* v. *Mayes*, 201 U. S. 321, 328. The decision of the principal case has greatly limited their power to regulate intrastate railroad rates. The master's report found that the results of the new rates must be either an unjust discrimination in favor of the Minnesota cities near the state line, and against cities that are just outside it, or a far-reaching readjustment of interstate rates, and that the railroads are practically forced to the latter. Thus a state's power to make any general reduction of rates is cut down, for a very slight reduction might produce such results.

RESTRAINT OF TRADE — MONOPOLY — CONTRACTS TO SELL AT FIXED PRICE. — The plaintiff manufactured proprietary medicines which it sold only under an extensive system of contracts with wholesale and retail druggists. The wholesalers, under contracts which purported to make them agents, agreed to resell only to designated retailers at fixed prices. The designated retailers bound themselves to maintain the prices set by the plaintiff. *Held*, that the system of contracts is invalid as in restraint of trade. *Dr. Miles Medical Co.* v. *Park & Sons Co.*, 31 Sup. Ct. Rep. 376.

This case probably settles the law on an important and comparatively new question. A single contract between manufacturer and dealer restricting the price of resale has been held valid as a not unreasonable restraint of trade. *Garst* v. *Harris*, 177 Mass. 72. But contracts between competing dealers fixing prices are invalid as tending toward monopoly. *Craft* v. *McConoughy*, 79 Ill. 346. The mooted question is, — shall the system of contracts between the manufacturer and the many competing dealers, quite as effectively restricting competition between the dealers, fare any better? The majority of the court feel that public policy requires a negative answer. The manufacturer need not sell at all, he may sell at what prices he will, but having sold, he has no right further to control prices by such "agreements restricting the freedom of trade on the part of dealers who own what they sell." The public is entitled to the benefit of this competition. The view of the dissenting opinion is that "the most enlightened judicial policy is to let people manage their own business in their own way, unless the ground for interference is very clear." For a criticism of a similar case, see 24 HARV. L. REV. 244.

RIGHT OF PRIVACY — NATURE AND EXTENT OF RIGHT. — The defendant merchants published a picture of the plaintiff without his consent in a newspaper advertisement. *Held*, that the plaintiff can recover for the invasion of his right of privacy. *Munden* v. *Harris*, 134 S. W. 1076 (Mo., Kansas City Ct. App.).

The plaintiff had judgment in an action to restrain the unauthorized use of his name or portrait for the purposes of trade by the defendant, and to recover damages for such use. The conditions requisite for an appeal in a personal injury